

**BYLAWS
PACT FOR FAMILIES
COLLABORATIVE**

ARTICLE I

Definitions

The following terms shall have the meanings herein ascribed to them, unless the context in which they are used clearly indicates a different meaning:

- A. “CEO Board” means the Chief Elected Officials Board comprised of one County Commissioner (and one alternate) of each Member County who is a signatory to the PACT for Families Joint Powers Agreement.
- B. “Agreement” means the Joint Powers Collaborative Agreement creating the PACT for Families Collaborative (“Collaborative”).
- C. “County Members” means the County which has fully executed the Agreement.
- D. “Executive Board Member” means a person nominated by the general membership and appointed by the CEO Board to the Executive Board to serve on the Executive Board until the term of such member expires or is terminated by the CEO Board for non-attendance or other cause.
- E. “Primary Partner”: school districts, community action agencies, county social services, county public health, juvenile justice, mental health organizations and county corrections that are located in whole or in part within the Member Counties who have entered into a Membership Agreement and pay dues as set by the Executive Board.
- F. “General Member”: community providers, other municipalities, public libraries, existing culturally specific community organizations, tribal entities, local health organizations, private and nonprofit service providers, Head Start grantees, child care providers, local foundations, community-based service groups, businesses, parent organizations and sectarian organizations that provide nonsectarian services that are located in whole or in part within the Member Counties and who have entered into a Membership Agreement and pay dues as set by the Executive Board.

- G. "Membership Agreement" a written agreement between a General Member or Primary Partner and the Collaborative in which the General Member or Primary Partner agrees to: 1) abide by the terms of the Joint Powers Collaborative Agreement; 2) pay the dues as set by the Executive Board; and 3) participate in the Collaborative general membership meetings and committee meetings.

ARTICLE II

General Membership and Primary Partners

- A. General Members and Primary Partners shall participate in meetings of the full collaborative and committee meetings. The Executive Director shall publish a schedule of full collaborative meetings and committee meetings and provide notice of such meetings to General Members and Primary Partners.
- B. General Members and Primary Partners shall have the opportunity to participate in one or more committee.
- C. The General Membership and Primary Partners shall monitor and recommend changes in the policies and goals of the Collaborative and be advised of the progress towards goals at each general membership meeting.
- D. Each General Member and Primary Partner shall have one (1) vote for each vacancy at the annual nomination of the Executive Board Members, regardless of how many representatives of the General Member entity are present at the meeting. With respect to County agencies/departments, each County agency which is a Primary Partner (social services, public health, corrections) shall have one (1) vote for each vacancy.
- E. The Parent Advisory Committee of PACT for Families will be considered a general member. The Parent Advisory shall have a parent subgroup from each member county. For purposes of the nomination of the Executive Board Members, each parent sub-group shall have one vote. The Parent Advisory Committee as a whole will not have a vote.
- F. General Members and Primary Partners shall be responsible for paying dues as set by the Executive Board. Failure to pay dues shall result in termination of membership.

ARTICLE III

Chief Elected Officials Board

- A. The CEO Board shall meet at least annually prior to the annual meeting of the Collaborative and at other times as necessary. A meeting of the CEO Board may be called by two (2) members of the CEO Board or by the Chair of the CEO Board.
- B. Chair: At the annual meeting of the CEO Board, the CEO Board Members shall elect a Chair to preside at all CEO Board meetings, authorize calls for any special meetings, and generally perform the duties of a presiding officer.
- C. Vice Chair/Secretary: At the annual meeting, the CEO Board shall also appoint a Vice Chair who shall, in the absence or disability of the Chair, perform the duties of the Chair.

ARTICLE IV

Executive Board Meetings

- A. The regular meetings of the Executive Board shall be held on the first Tuesday of each month beginning with January, in the Collaborative office, Willmar, MN, unless otherwise designated.
- B. The first meeting of each year shall be the annual organizational meeting for the transaction of business. This meeting shall include the election of officers. At this annual meeting a schedule of regular meetings for the calendar year shall be adopted and shall be posted at the headquarters of the Collaborative which shall be the legal address of PACT for Families.
- C. Special meetings may be called by the Executive Board Chair or upon the written request of four (4) members, for the transaction of business stated in the call for the meeting. All meetings shall be conducted and noticed consistent with the requirements of the Minnesota Open Meeting law.
- D. A Chair and Vice-Chair shall be selected by majority vote of the full membership of the Executive Board at the annual organizational meeting. Each officer shall hold office for one year. The Board may reappoint the same Board Member(s) to office in subsequent years as it sees fit.

- E. An agenda shall be sent to each Board Member at least five (5) days prior to each meeting of the Executive Board. The agenda may be amended by majority vote of the members present at the Board meeting.
- F. Executive Board Members shall be entitled to one vote at meetings of the Executive Board. Proxy voting shall not be permitted. Alternates shall not be permitted.
- G. A quorum at any meeting of the Executive Board shall be a simple majority of the total number of Board members.
- H. Committees

Committees may be established by a majority vote of the Executive Board. Standing committees may be established and shall be reviewed on an annual basis. The membership of each committee shall be determined at the annual organizational meeting of the Board. Recommendations of committees shall be by simple majority vote.
- I. The Board and its committees may hold meetings by alternative methods, including electronic or other methods, consistent with the requirements of the Minnesota Open Meeting law.

ARTICLE V

Executive Board Duties

- A. The Board shall have the authority and responsibility to carry out the management, business and affairs of the Collaborative, including but not limited to:
 - 1. Exercise responsibility for the operation and financial condition of the Collaborative.
 - 2. Ensure the efficient operation of the Collaborative.
 - 3. Develop and ensure the effective administration of policies of the Collaborative.
 - 4. Collect payment for services, grants and other revenues.
 - 5. The hiring and compensation of the Executive Director, approval of all job descriptions, and the final authority for all termination decisions.

6. Authority for the hiring of other employees and all employee discipline, including termination, subject to final review by the Executive Board, shall be delegated to the Executive Director.
7. Prepare and recommend to the CEO Board the approval of the budget.
8. Approve disbursement of all Collaborative funds for authorized expense. Make advance temporary authorization of necessary routine payments required for efficient Collaborative operations between Board meetings, to be ratified at the next Board meeting, including the payment of utilities. The payment of all wages, salaries of operating personnel and payroll deductions from same, shall be made in such amounts as authorized by the Executive Board in fixing the amount of said wages and salaries.
9. Designate such bank or banks where Collaborative funds shall be deposited consistent with state law.
10. Provide for an annual audit of its financial records by a certified public accountant, a copy of which shall be provided to all signatories of the Agreement.
11. Rent, lease and purchase or otherwise procure or receive real or personal property.
12. Enter into contracts, leases and other agreements.
13. Monitor compliances with statutes and rules.
14. Hire such consultants as necessary for the effective operation of the Collaborative.
15. Ensure a bond for officers dispersing funds for the Collaborative and errors and omissions insurance for staff and Board members.
16. Enter into new Membership Agreements with Primary Partners and General Members, which are not signatories to the Agreement, for a dues amount to be set by the Executive Board.
17. Adopt and oversee the policies of the Collaborative.
18. Evaluate programs and progress and report on the Collaborative's progress to the County Members, General Members and Primary Partners.

19. Conduct performance evaluation of Executive Director.
- B. Termination of Board Membership
1. If any Executive Board member is absent for three (3) meetings within a twelve month period, the Board Chair shall notify the CEO Board Members of the absences. In the event that the Board Chair is absent on three (3) occasions, the Executive Director shall notify the CEO Board members of the absences. The CEO Board may then convene and appoint a replacement member.
 2. Upon notice to the Executive Board that an Executive Board member is not qualified to serve on the Board due to loss of employment within the agency the member represents, the member shall be disqualified from membership. Upon notice to the Executive Board of other grounds that the Executive Board determines may be grounds for disqualification, the Executive Director shall notify the CEO Board, which shall make a determination as to whether the member shall be disqualified. In the event of disqualification of a member, the Board Chair shall request that the CEO Board appoint a replacement.

ARTICLE VI

Conflicts of Interest

- A. No member of the Executive Board or CEO Board shall be hired for staff employment without resignation from the Executive Board.
- B. All CEO and Executive Board members will comply with the "Conflict of Interest Policy for CEO Board and Executive Board of PACT for Families Collaborative".
- C. No member of the Executive Board, Primary Partner, General Member or CEO Board or any employee of the Collaborative staff shall use the resources, business, finances or contracts of the Collaborative for personal or financial gain.

ARTICLE VII

Legal Notice

- A. Notice of withdrawal of a county must be served by certified mail upon the Board Chair, accompanied by a certified copy of the appropriate resolution of the County Board, authorizing and directing such withdrawal, and conditioned upon the following:
 - 1. A member must give written notice prior to July 1 in order to withdraw effective January 1.
 - 2. Upon effective withdrawal, the member shall continue to be responsible for all its unpaid obligations that it has accrued under the agreement.

ARTICLE VIII

Executive Board Officers

- A. At the annual meeting in January of each year, the Executive Board shall elect officers by majority vote.
- B. Executive Board Chair
 - 1. The Chair of the Executive Board shall preside at all meetings, appoint all committees, authorize calls for any special meetings, and generally perform the duties of a presiding officer. The Chair may, with the Treasurer, sign all payroll and general account checks for the library.
 - 2. Ensure the minutes of the Board in records provided for that purpose. Such records shall be kept consistent with the provisions of the Minnesota Open Meeting Law, Chapter 13D, and the Minnesota Government Data Practices Act, Chapter 13.
- C. Executive Vice Chair

In the absence or disability of the Chair, shall perform the duties of the Chair.

ARTICLE IX

Amendments

These Bylaws may be amended by the CEO Board by the affirmative vote of a two-thirds (2/3) majority of the full membership, provided that: 1) the proposed amendment shall have been submitted in writing to all CEO Board Members for review at least ten (10) days prior to the meeting; and 2) the proposed amendment shall have had a first reading at the regular meeting of the Executive Board immediately prior to the meeting at which action is taken on the proposed amendment.

Adoption Date:

Jan 1 2011

CEO Board Chair

Richard B. Lamm

CEO Board Vice Chair:

Amy P. Wilde